

REBUTTAL TESTIMONY
OF
J. DARRIN KAHL
ON BEHALF OF
SOUTH CAROLINA ELECTRIC & GAS COMPANY
DOCKET NO. 2019-2-E

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is J. Darrin Kahl, and my business address is 1300 12th Street,
3 Suite F, Cayce, South Carolina.

4
5 **Q. ARE YOU THE SAME J. DARRIN KAHL WHO HAS PREVIOUSLY FILED**
6 **TESTIMONY IN THIS DOCKET?**

7 A. Yes.

8
9 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10 A. The purpose of my rebuttal testimony is to discuss South Carolina Electric
11 & Gas Company's ("SCE&G" or the "Company") response to the direct testimony
12 of Mr. Gregory M. Lander filed on behalf of the South Carolina Coastal
13 Conservation League ("CCL") and the Southern Alliance for Clean Energy
14 ("SACE").

15

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1 **Q. ON PAGE 7, LINES 7-10, MR. LANDER STATES THAT “SCE&G**
2 **SOURCES ABOUT 52% OF ITS GAS FROM LOCATIONS WHOSE**
3 **PRICING POINT IS TIED EITHER TO TRANSCO ZONE 5 SOUTH OR**
4 **TRANSCO ZONE 4” AND THAT “28% IS PURCHASED AT LOCATIONS**
5 **TIED TO A SOUTHERN NATURAL PRICING POINT.” ARE THESE**
6 **PERCENTAGES CORRECT?**

7 A. No. These percentages are not only inaccurate, they are not remotely close
8 to reality. In Figure 1 on page 6 of his direct testimony, Mr. Lander incorrectly
9 identified certain index points for the volumes of gas received at the distinct supply
10 points. Mr. Lander cites “SCE&G Response to CCL & SACE Attachment 1-24 b.;
11 Analysis Skipping Stone” as his source for the information in his Figure 1; however,
12 CCL and SACE never requested and SCE&G did not provide any “index points” in
13 either “SCE&G Response to CCL & SACE Attachment 1-24 b” or any other
14 response to CCL & SACE discovery requests. The errors made by Mr. Lander in
15 the identification of the index points in his Figure 1 also render incorrect the
16 percentages of supply (and volumes) from each of the index points in his Figure 2
17 on page 7 of his direct testimony.

18 Contrary to what Mr. Lander reports in Figure 2 and lines 7-10 on page 7 of
19 his direct testimony, from January 1, 2018, to December 31, 2018 (“Review Period),
20 SCE&G sourced only about [REDACTED] of its gas from locations whose pricing point is tied
21 either to Transco Zone 5 South or Transco Zone 4 and [REDACTED] of its gas from locations

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1 tied to a Southern Natural pricing point. In Table 1 below, I have corrected Mr.
 2 Lander's Figure 2 on page 7 of his direct testimony to reflect this reality.

3 **Table 1. Corrected Version of Mr. Lander's Figure 2**

Index Points	Volume (Dth)	Pct of Supply
Southern Natural	██████████	████
Transco Leidy Line	██████████	████
Transco Zn 5 South	██████████	████
Transco Zone 4	██████████	████
Total Supply	██████████	██████

4
 5 **Q. AS A RESULT OF MR. LANDER'S ERRONEOUS DETERMINATION OF**
 6 **THE PERCENTAGE OF SCE&G'S GAS SUPPLY FROM VARIOUS INDEX**
 7 **POINTS, IS THE PREMISE OF THE QUESTION ON LINES 5-6 OF PAGE**
 8 **8 OF MR. LANDER'S DIRECT TESTIMONY INCORRECT?**

9 A. Yes. As set forth in Table 1 above, during the Review Period, SCE&G
 10 sourced only about █████ of its supply from locations tied to Transco Zone 5 South,
 11 not the 51% identified by Mr. Lander. Rather, SCE&G sourced █ █████
 12 █████ of its supply from Southern Natural.

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1 **Q. DOES MR. LANDER’S ERROR REGARDING THE PERCENTAGES OF**
2 **PURCHASES FROM SOUTHERN NATURAL AND TRANSCO ZONE 5**
3 **SOUTH AFFECT THE REMAINDER OF HIS ANALYSIS?**

4 A. Yes. In his analysis on page 28 and 29 of his direct testimony, Mr. Lander
5 wrongly assumes that SCE&G presently has the ability to realistically “displace[]
6 all of the [Southern Natural] gas that it could” and “seems to have done exactly that
7 considering how much gas they purchased for Urquhart via Transco Zone 5 South
8 locations rather than [Southern Natural].” But, Mr. Lander’s assumption about
9 SCE&G’s ability to displace Southern Natural gas is based on his erroneous
10 determination that SCE&G sourced only 28% of its gas from locations tied to a
11 Southern Natural pricing point during the Review Period, when in reality SCE&G
12 sourced [REDACTED] of its gas purchases from those locations during the Review Period.
13 Moreover, his statement about the amount of gas purchased for Urquhart via
14 Transco Zone 5 is based on his erroneous determination of “index points” in his
15 Figure 1; the reality is that [REDACTED] of the gas purchased for Urquhart Station
16 was purchased from locations tied to Southern Natural.

17 As such, the new capacity obtained in the Transco Southeastern Trail and
18 Mountain Valley Pipeline Precedent Agreements will provide SCE&G with the
19 ability to displace some, but not all, of the Southern Natural supply with Transco or
20 Mountain Valley Pipeline supply when the opportunity arises. SCE&G has a
21 limited ability to do so today.

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1 **Q. DO YOU HAVE ANY COMMENTS ON FIGURE 4 ON PAGE 9 OF MR.**
2 **LANDER’S DIRECT TESTIMONY?**

3 A. Yes. In his Figure 4, Mr. Lander purports to present average prices for
4 various seasonal periods. However, Mr. Lander fails to recognize the daily pricing
5 differences and basis blowouts that have occurred during high demand periods such
6 as those experienced during the first week of 2018. Specifically, as shown on
7 Exhibit No. ____ (JDK-1) attached to my direct testimony, the average delivered
8 price on Transco Zone 5 South on January 5, 2018, was approximately \$128 per Dt.
9

10 **Q. ON PAGE 11, LINES 4-5, OF HIS DIRECT TESTIMONY, MR. LANDER**
11 **STATES THAT “THE THREE PRICING LOCATIONS [i.e., TRANSCO**
12 **ZONE 5, TRANSCO ZONE 5 NORTH, AND TRANSCO ZONE 5 SOUTH]**
13 **ARE LIQUID, IN THAT THERE ARE NUMEROUS TRADES EACH DAY**
14 **CORRESPONDING TO EACH LOCATION THAT ARE REPORTED TO**
15 **NGI.” DO YOU HAVE ANY COMMENT?**

16 A. Yes. As an initial matter, SCE&G understands from NGI that Transco Zone
17 5 is not an independent pricing location, but rather simply an aggregation of the
18 trades made in Transco Zone 5 North and Transco Zone 5 South, i.e., the deal counts
19 in Transco Zone 5 should always add up to those made in Transco Zone 5 North
20 and Transco Zone 5 South. Notwithstanding this point, although there are numerous
21 trades in Transco Zone 5 North and Transco Zone 5 South, Mr. Lander fails to
22 consider the volumes associated with those trades on a day-ahead basis. Reviewing

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1 the early January 2018 cold snap, on average there were approximately 85 trades
2 per day in Transco Zone 5, and volumes were on the order of 4,000 Dt per trade.
3 Mr. Lander, without any regard for reliability concerns or pricing risks, believes that
4 SCE&G could and should obtain 125,000 Dt per day on a daily basis rather than
5 from the Southeastern Trail Precedent Agreement. To accomplish this and
6 assuming the same approximate volume per trade, SCE&G would be required to
7 execute approximately 30 separate trades on a daily basis. That volume and number
8 of trades would account for roughly 40% of all daily trading activity in Transco
9 Zone 5 during that time. Mr. Lander's apparent belief that such trading activity on
10 a daily basis would be possible without any reliability concerns or pricing risks is
11 not grounded in the reality of how gas markets operate.

12
13 **Q. ON PAGE 11, LINES 12-16, MR. LANDER STATES THAT "TO CONNECT**
14 **THE [DECGT] PIPELINE TO GAS SUPPLY AREAS, SCE&G USES (OR**
15 **GETS GAS FROM OTHERS USING) THE TRANSCO MAINLINE. DO**
16 **YOU HAVE ANY COMMENTS?**

17 **A.** Yes. Although SCE&G certainly does use the Transco mainline to connect
18 the DECGT pipeline to gas supply areas, Mr. Lander discounts SCE&G's ability to
19 purchase gas supply for its generating fleet from Southern Natural and Elba Express
20 to connect to DECGT.

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1 **Q. ON PAGE 13, LINES 17-20, OF HIS DIRECT TESTIMONY, MR. LANDER**
2 **STATES THAT SCE&G HAS “SIGNIFICANTLY LESS” CAPACITY TO**
3 **DELIVER TO THE DECGT SYSTEM THAN IT HAS CAPACITY ON THE**
4 **DECGT SYSTEM WITHIN SOUTH CAROLINA. DO YOU HAVE ANY**
5 **COMMENT?**

6 A. Yes. In the aggregate, SCE&G holds 592,929 Dt/d of capacity on DECGT
7 within South Carolina and 322,652 Dt/d of upstream capacity on Transco and
8 Southern Natural. If SCE&G had no other supply source on the DECGT system,
9 this 270,277 Dt/d difference might well be “significant.” However, Mr. Lander fails
10 to account for both the 120,000 Dt/d of firm supply from the Gas Supply Agreement
11 between SCE&G and SCANA Energy Marketing, Inc. (“SEMI”), dated April 2,
12 2004, which can be delivered to the DECGT system, and the approximately 109,000
13 Dt/d of liquefied natural gas (“LNG”) peaking supply at the Company’s Bushy Park
14 and Salley LNG facilities located on the DECGT system. Taking this additional
15 229,000 Dt/d of supply to the DECGT system into account and adjusting for both
16 the SCE&G Gas Department’s direct connect peak day demand on Southern Natural
17 and Transco of 35,694 Dt/d and [REDACTED], the
18 Company presently has only [REDACTED] more capacity on the DECGT system
19 within South Carolina than it has supply to deliver to the DECGT system.

20 This difference is less than [REDACTED] of the difference identified by Mr. Lander
21 and is a direct result of the Company’s recent acquisition of the natural gas-fired

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1 Columbia Energy Center, which included the acquisition of [REDACTED] of capacity
2 on DECGT but no upstream capacity.

3 Because of the acquisition of the Columbia Energy Center and the expiration
4 of the Gas Supply Agreement by its own terms, as of April 30, 2019, SCE&G will
5 need an additional [REDACTED] of supply-sourced upstream capacity to reliably
6 serve its generating facilities. To satisfy this need, and as stated on page 6 of my
7 amended direct testimony, the Company has contracted for the permanent capacity
8 release of 60,000 Dt/d on the Southern Natural system and 125,000 Dt/d of upstream
9 capacity on the Transco system, i.e., the Southeastern Trail Precedent Agreement.
10

11 **Q. ARE ANY COSTS ASSOCIATED WITH THE TRANSCO**
12 **SOUTHEASTERN TRAIL OR MOUNTAIN VALLEY PIPELINE**
13 **PRECEDENT AGREEMENTS AT ISSUE IN THIS FUEL PROCEEDING?**

14 **A.** No.
15
16

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1 **Q. ON PAGE 7, LINE 15, AND PAGE 17, LINES 9-10, OF HIS DIRECT**
 2 **TESTIMONY, MR. LANDER STATES THAT THE TRANSCO**
 3 **SOUTHEASTERN TRAIL AND MOUNTAIN VALLEY PIPELINE**
 4 **PRECEDENT AGREEMENTS “WILL NOT PROVIDE VALUE TO THE**
 5 **RATEPAYER” AND “WILL NOT SAVE RATEPAYERS MONEY” AND**
 6 **THAT “THERE IS DE MINIMIS – IF ANY – SUPPLY RELIABILITY**
 7 **BENEFIT, AND . . . INSUFFICIENT HEDGE VALUE TO JUSTIFY THE**
 8 **CONTRACTS.” HOW DO YOU RESPOND?**

9 **A.** Mr. Lander is again incorrect. Both of these precedent agreements will
 10 provide value to SCE&G customers.

11 Contracting for firm capacity provides substantial supply reliability benefits
 12 compared to purchasing large volumes of supply and firm transportation capacity
 13 on the daily spot market. In his testimony and recommendations, Mr. Lander
 14 ignores this well-known and uncontroversial proposition and fails to consider the
 15 Company’s obligation to serve its firm customers.

16 In his analysis, Mr. Lander fails to acknowledge the recent operational
 17 constraints related to bi-directional flow on the Transco system which have
 18 minimized the traditional backhaul, which was routinely available on that system,
 19 and substantially increased the number of operational flow orders.¹ On high

¹ Section 52.1 of Transco’s General Terms & Conditions provides as follows:

In order to alleviate operating conditions which may threaten the integrity of Seller's pipeline system, it may be necessary for Seller to issue Operational Flow Orders (OFOs)

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1 demand days, the operational constraints can lead to higher prices. The Transco
 2 Southeastern Trail Precedent Agreement provides SCE&G with a firm path through
 3 the constraints, thereby providing SCE&G and its customers with a more reliable
 4 source of gas than that provided by Mr. Lander's mere hope that the market may be
 5 able to provide the necessary supply and transportation capacity to meet the
 6 Company's demand on such days.

7 Moreover, as Mr. Lander notes on page 13 and footnote 6 of his direct
 8 testimony, Elba Express serves, in part, "to move gas from Transco southward to .
 9 . . the [Southern LNG] facility where soon liquefaction will commence;" "gas going
 10 into Elba comes from Transco;" and "[s]oon, more gas will also flow down the Elba
 11 line to [Southern LNG]'s liquefaction facilities to produce LNG for export."
 12 Taking these statements from Mr. Lander's direct testimony into consideration, it
 13 should be obvious that Elba LNG exports will become a new demand center, which
 14 will only serve to further increase competition for supply and capacity on the
 15 Transco system. Recognition of this eventuality only increases the value to
 16 SCE&G's customers of the Southeastern Trail Precedent Agreement and the supply
 17 reliability benefits it provides.

to effectuate adjustments in Buyer's daily receipts or deliveries over a reasonable period of time to maintain a current or cumulative balance between Buyer's receipts and deliveries in accordance with the terms of Seller's transportation rate schedules (Imbalance OFO), or to ensure that gas quantities are received and delivered by Buyer where scheduled (Scheduling OFO). Before issuing an OFO, Seller will attempt to remedy those operating conditions through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

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1 With respect to the Mountain Valley Pipeline Precedent Agreement, it
2 provides SCE&G and its customers with access to the Marcellus natural gas basin
3 which will feed into the Transco Southeastern Trail Project. Such access provides
4 the Company and its customers with geographic diversity of supply and alleviates
5 the potential for basis blowouts like those experienced recently on Transco.

6 Notably, Mr. Lander concedes that SCE&G can “fully utilize” the capacity
7 provided by the Transco Southeastern Trail and Mountain Valley Pipeline Precedent
8 Agreements. Despite this concession, Mr. Lander argues that SCE&G should not
9 utilize this capacity based on his conclusion that his analysis presented in Figures 6
10 and 7 of his direct testimony demonstrates that the savings associated with the
11 cheaper gas supply are eliminated by the additional transportation costs associated
12 with access to this gas and that “SCE&G can continue to purchase day-ahead and
13 intra-day gas as it has in the past, and it can supplement either or both by using ICE
14 to accomplish these objectives.”
15

16 **Q. AND HOW DO YOU RESPOND TO MR. LANDER’S CONCLUSIONS?**

17 A. As I stated previously, Mr. Lander’s assumption that the trading activity, i.e.,
18 the volume and number of trades, necessary to satisfy SCE&G’s significant need
19 for natural gas supply and transportation capacity on a daily basis would be possible
20 without any reliability concerns or pricing risks is simply not credible.

21 Mr. Lander’s conclusions also ignore the penalties or higher other fuel-
22 related costs that the Company could incur in the event that it cannot find the

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1 necessary supply and transportation capacity needed on a daily basis to reliably
2 operate its generating facilities. Such penalties or higher other fuel-related
3 costs resulting from Mr. Lander's "roll the dice strategy" would exceed within
4 days any perceived costs associated with the Precedent Agreements that Mr. Lander
5 identifies in his Figures 6 and 7.

6 Further, Mr. Lander's conclusions also ignore the real possibility that the
7 Company may not be able to serve its customers during peak times if it employed
8 his recommended strategy. The Company does not believe that it is either
9 reasonable or prudent to subject its system and its customers to the reliability issues
10 experienced in the Northeast in recent years.

11
12 **Q. ON PAGE 32, LINES 2-7, MR. LANDER STATES THAT HE DOES NOT**
13 **BELIEVE THAT SCE&G'S FORECASTING AND PURCHASING FOR**
14 **NEXT DAY DEMAND WOULD BE SO FAR OFF THAT IT WOULD NEED**
15 **A FULL DAY'S SUPPLY FOR ONE OF ITS MAJOR POWER PLANTS**
16 **BECAUSE IT MADE A FORECASTING ERROR OF THAT**
17 **MAGNITUDE." HOW DO YOU RESPOND?**

18 **A.** Mr. Lander's statement ignores the realities of forecasting for gas usage on
19 an electric system with several electric power plants of various types serving
20 significantly volatile weather-dependent electric demand. Forecasting and
21 purchasing for next day demand could easily be off a full day's gas supply for one
22 of the Company's major gas-fired generating units if another of SCE&G's major

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1 generation units comes offline unexpectedly and/or the next-day weather forecast
2 proves to be incorrect. This is yet another reason why Mr. Lander's "roll the dice"
3 strategy for purchasing gas supply and transportation capacity poses unacceptable
4 risks to the Company and its customers and is not a prudent gas procurement
5 strategy.

6
7 **Q. SHOULD THE COMMISSION REJECT MR. LANDER'S**
8 **RECOMMENDATIONS THAT SCE&G "NOT BE ALLOWED FULL**
9 **RECOVERY OF ITS MVP AND TRANSCO SOUTHEASTERN TRAIL**
10 **CONTRACTS' COSTS" AND THAT SCE&G SHOULD "SUPPLEMENT**
11 **ITS CURRENT GAS PURCHASING PRACTICES USING ICE TO OBTAIN**
12 **TRANSCO ZONE 5 SOUTH DELIVERED INTRA-DAY SUPPLY WHEN**
13 **AND TO THE EXTENT NEEDED"?**

14 **A.** Yes. For the reasons stated above, these recommendations should be
15 rejected. The Transco Southeastern Trail and Mountain Valley Pipeline Precedent
16 Agreements are reasonable and prudent and provide substantial reliability benefits
17 to SCE&G and its customers.

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1 **Q. MR. LANDER RECOMMENDS THAT THE COMMISSION “DISALLOW**
 2 **THE ENTIRE [REDACTED] OF ANNUAL FIXED RESERVATION**
 3 **FEES PAID BY SCE&G TO SEMI” IN CONNECTION WITH THE GAS**
 4 **SUPPLY AGREEMENT BETWEEN SCE&G AND SCANA ENERGY**
 5 **MARKETING, INC., (“SEMI”) DATED APRIL 2, 2004, AND “PERMIT,**
 6 **FOR THIS PERIOD OF FUEL COST REIMBURSEMENT, THE SCE&G**
 7 **PAYMENT OF JUST THE [REDACTED] PER DTH ABOVE DEFINED**
 8 **COST AMOUNTS.” HOW DO YOU RESPOND?**

9 A. These recommendations are based on Mr. Lander’s misreading of the Gas
 10 Supply Agreement between SCE&G and SEMI, dated April 2, 2004 (“Gas Supply
 11 Agreement”), and should be rejected.

12 As an initial matter, the Commission approved the Gas Supply Agreement
 13 by Order No. 2007-273, dated May 18, 2007, in Docket No. 2004-126-E. As such,
 14 SCE&G’s fixed reservation fees paid pursuant to the terms of the Gas Supply
 15 Agreement are reasonable and prudent and appropriate for recovery in this fuel
 16 proceeding.

17 Second, Mr. Lander’s recommendations are based on his misreading of the
 18 Gas Supply Agreement. Despite that the plain language of the Gas Supply
 19 Agreement indicates that it is for firm gas supply, Mr. Lander opines that he
 20 “do[es]n’t *think*” the contract is really a firm contract because “ultimate discretion
 21 over the actual scheduled amounts” belongs to SEMI, not SCE&G. To support his

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1 position that has no basis in reality, Mr. Lander attempts to create ambiguity where
2 none exists.

3 Simply put, the Gas Supply Agreement was a firm supply agreement when it
4 was approved by the Commission in 2007 and remains so today; no language in the
5 Gas Supply Agreement gives SEMI any discretion over the actual scheduled
6 amounts whatsoever.

7 SCE&G utilized the Gas Supply Agreement to purchase approximately [REDACTED]
8 [REDACTED], or [REDACTED] of its total natural gas supply purchased, during the Review
9 Period. These purchases represent a [REDACTED] utilization rate of the Gas Supply
10 Agreement. This is a very high and significant utilization rate and demonstrates the
11 value provided by this agreement to SCE&G's customers. And, on no occasion did
12 SEMI fail to schedule natural gas which SCE&G had nominated pursuant to the
13 terms of the agreement.

14
15 **Q. ON PAGE 38, LINES 4-7, MR. LANDER STATES THAT "SEMI ONLY**
16 **ACTUALLY HAS 96,840 DTHD CAPACITY ON DECGT" AND THAT "OF**
17 **THAT 96,840 DTHD, SEMI ONLY HAS 42,600 DTHD THAT CAN**
18 **DELIVER GAS NEAR THE JASPER FACILITY." HOW DO YOU**
19 **RESPOND?**

20 **A.** Effective May 1, 2011, at SCE&G's request, SEMI permanently released
21 120,000 Dt/d of DECGT (formerly SCG Pipeline Inc.) capacity to SCE&G for the
22 Jasper Generating Station. See attached Exhibit No. __ (JDK-3). As such, it is

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1 irrelevant how much capacity SEMI has on DECGT today and how much capacity
2 SEMI has that can deliver gas near the Jasper facility.

3 It is also worth noting that, as a result of this release, SEMI no longer invoices
4 and SCE&G no longer pays SEMI for [REDACTED]
5 [REDACTED] which Mr. Lander notes that he could not locate on page 35, lines 16-17,
6 of his direct testimony.

7
8 **Q. HOW DO YOU RESPOND TO MR. LANDER'S RECOMMENDATION**
9 **THAT THE COMMISSION "NOT PERMIT SCE&G TO ENTER INTO (OR**
10 **RENEW) THIS TYPE OF AGREEMENT WITH ANY AFFILIATE OF**
11 **SCE&G AGAIN?"**

12 A. The Commission should reject this recommendation. In this case, SEMI
13 was in a unique position to serve the Company's Jasper Generating Station because
14 it was the only shipper to bid for capacity during an open season on the SCG
15 Pipeline, which is now Dominion Energy Carolina Gas Transmission. And most
16 importantly, the Commission approved the Gas Supply Agreement as fair and
17 reasonable to serve the Jasper Generating Station.

18 Moreover, Mr. Lander has not demonstrated any basis for a blanket ban on
19 agreements between affiliates. South Carolina law and Commission orders provide
20 certain requirements related to affiliate transactions, and SCE&G is committed to
21 complying with these requirements.

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1 **Q. HOW DO YOU RESPOND TO MR. LANDER’S RECOMMENDATION**
2 **THAT “IF AND TO THE EXTENT SCE&G SEEKS TO HAVE ANY**
3 **ORGANIZATION OUTSIDE OF ITS IN-HOUSE FUEL PROCUREMENT**
4 **GROUP PROVIDE ANY GAS PROCUREMENT, TRANSPORTATION**
5 **PROCUREMENT, OR TRANSPORTATION SCHEDULING SERVICES**
6 **FOR A FEE OR THAT CHARGES SCE&G (AND ITS RATEPAYERS)**
7 **ALLOCATED AMOUNTS FROM AFFILIATE(S), SUCH SERVICES**
8 **SHOULD BE PROCURED ONLY THROUGH AN RFP THAT IS**
9 **CIRCULATED WIDELY”?**

10 A. Mr. Lander’s recommendation appears to be based on the fact that he was
11 not aware either that the Gas Supply Agreement was approved by the Commission
12 or that SEMI was in a unique position to provide the necessary services for the
13 reason discussed in my previous response.

14 Moreover, by Order No. 2018-804(A), in Docket 2017-370-E, the
15 Commission ordered that the Company not contract with an interstate pipeline for
16 natural gas transmission capacity of 100,000 dekatherms per day or more unless or
17 until it has issued a request for proposals to obtain such capacity and considers the
18 proposals in good faith. SCE&G will file confidential reports with the Commission
19 within thirty days of the conclusion of this process. Moreover, such an arrangement
20 must be with the least cost provider of such capacity, unless the Commission has
21 otherwise approved the contract.

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1 Based on these facts, this recommendation is unnecessary and should be
2 rejected.

CONCLUSION

3
4 **Q. DO YOU HAVE ANY FINAL COMMENTS REGARDING THE ISSUES**
5 **RAISED IN MR. LANDER’S DIRECT TESTIMONY?**

6 A. Yes. Notwithstanding Mr. Lander’s numerous errors and recommendations
7 based on those errors, SCE&G has made diligent and prudent efforts to obtain
8 reasonable market-based prices for the reliable supply of natural gas for electric
9 generation and to procure the necessary capacity for the delivery of that supply.
10 Therefore, I respectfully request that the Commission find that the Company’s fuel
11 purchasing practices were reasonable and prudent for the Review Period.

12
13 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

14 A. Yes.



Capacity Release Award Details

TSP

09-499-2187

TSP Name

Dominion Energy Carolina Gas Transmission, LLC

Awd No

525

Cap Awd Date

3/31/2011

Cap Awd Time

1:05 pm

Post Date

3/31/2011

Post Time

1:05 pm

Offer No

00000525

Repl SR Role Ind

Other

Status

Confirmation

Mkt Based Rate Ind

No

IBR Ind

No – the release does not utilize index-based pricing for capacity release.

Measurement Basis Description:

Million BTU's (One Dekatherm = One Million BTU's)

Release Terms

Rel St Date

5/1/2011

Rel End Date

10/31/2023

Releaser

60-564-7775

Releaser Name

SEMI

Prearr Deal Desc

Offer is subject to a prearranged deal

Recall/Reput Desc

Capacity not recallable.

All Re-rel Desc

Re-releasable

Max Trf Rate

Tariff Rate Zone 1 : 7.4287
Tariff Rate Zone 2 : 3.4696

Perm Rel Desc

Offer made available for permanent release

Prev Rel Desc

Offer does not contain any capacity which was previously released

Rate/Form Type Desc

Reservation charge only

Res Rate Basis Desc

Per Month

Rate ID Desc

Reservation

Surchg Ind Desc

Rate(s) stated do not include any applicable surcharges; surcharge detail and surcharge total provided

Rate Sch

FT

Terms/Notes

RAPP Desc

No

Surchg ID - Surchg ID Desc

ACA - Annual Charge Adjustment: \$0.0013/DT
RCA - Reservation Charge Adjustment: \$0.0000/DT

Tot Surchg

\$0.0013/DT

Replacement Shipper

Bid No

00000404

Bidder

00-791-9517

Bidder Name

SCE&G

Affil

BOTH

Awd Qty-K

120000

Awd Pct Max Trf Rate

100

Loc Name	Loc	Loc Purp	Loc Purp Desc	Loc Zn	Awd Qty-Loc	Loc/QTI Desc
SCE&G - Columbia Area Point	95002	MQ	Delivery Location	Tariff Rate Zone 1	27,000	Delivery point(s) quantity
SLNG - Elba Island Receipt Point	10004	M2	Receipt Location	Tariff Rate Zone 2	120,000	Receipt point(s) quantity
SCE&G - Jasper County	95014	MQ	Delivery Location	Tariff Rate Zone 2	93,000	Delivery point(s) quantity

Recall List

Reput List